

MEMORANDUM OF AGREEMENT
BETWEEN THE
FEDERAL AVIATION ADMINISTRATION AND
THE PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS
(FLIGHT STANDARDS)

Section 1 - This Agreement is made by and between the Professional Airways Systems Specialists, PASS/MEBA (AFL-CIO), hereinafter referred to as "PASS" or the "Union", and the Federal Aviation Administration, Department of Transportation, hereinafter referred to as the "FAA" or the "Employer", hereinafter referred to collectively as the Parties, regarding Government contractor-issued travel charge cards.

Section 2 - Employees who are required to travel a minimum of two(2) or more times a year will be issued a Government contractor-issued charge card for official travel. The use of the Government contractor-issued credit card shall be administered in accordance with law, FAA Travel Policy and this Agreement.

Section 3 - Employees will use the card to pay for official travel expenses to the maximum extent possible for transportation, lodging, and car rental expenses. In accordance with 41 CFR 301-51.2 and 301-70.704 expenses incurred at a vendor that does not accept the Government contractor-issued charge card; laundry/dry cleaning; parking; local transportation system; taxi; tips; meals (when use of the card is impractical, e.g., group meals or the Government contractor-issued travel charge card is not accepted); and phone calls (when a Government calling card is available for use in accordance with agency policy) are exempt from the mandatory use of the card.

Section 4 - In order to ensure that employees are protected from adverse impact caused by their use of the card, the following will apply:

- a. In case of a disputed bill, the employee may deduct the disputed portion of the bill, but shall pay the balance.
- b. Employees will not be responsible for fraudulent charges on a lost or stolen credit card, provided the employee notifies the contractor promptly of the loss.
- c. An employee will not be reported to any consumer reporting agencies, commercial credit bureaus, collection agencies, or credit

reporting agencies unless through the fault of the employee the charge card amount remains delinquent beyond 120 days.

d. No credit check will be performed on the employee.

e. New card holders will receive and sign a cardholder agreement and receive a copy. In the event that a cardholder would like to obtain a copy of the cardholder agreement, it may be obtained through the FAA Internet Web page.

f. The Employer will ensure that cash limits for ATM access are commensurate with the employee's assignment. The Employer will ensure that cash limits for ATM access are adequate to cover normal M&IE expenses. Employees will be reimbursed for the transaction fee charged for any ATM cash advances received due to official travel and official travel-related expenses away from the employee's official station/duty station.

g. The GSA SmartPay Master Contract, Section CB.17.1, prohibits the contractor from suspending any account for amounts in dispute. Section CB.18.1, prohibits the contractor from cancelling any account for amounts in dispute. Contract Section CB.20.5, the contractor may provide credit information only in cases where individually billed account has been cancelled. Consequently, charges subject to a valid dispute shall not be reported to any credit bureau or any similar entity.

h. The Employer will ensure that employees receives the Privacy Act notification relating to the use of Social Security numbers. The credit card contractor shall not use names, addresses, or any other account card information for purposes other than that specified in the contract with GSA. The contractor shall not release, sell or make available any such information to any third party except as specifically provided in the contract. If a unit employee offers substantial proof that the credit card contractor has released such information to entities other than those authorized to receive it under the terms of the contract, the agency will register a complaint with the General Services Administration in a timely manner. A copy of the complaint will be given to the unit employee.

Section 5 - The Employer shall ensure that the agency reimburses an employee, who submits a proper voucher for allowable expenses in accordance with applicable travel regulations, within thirty (30) days after submission of the voucher. If the agency fails to

reimburse an employee who has submitted a proper voucher within thirty (30) days after submission of the voucher, the agency shall pay the employee any late payment fee charged as prescribed by applicable law.

Section 6 - Employees are responsible for the timely filing of travel vouchers in accordance with FAA Travel Policy and this Agreement. If the Employer does not process an employee's travel voucher in a timely manner and, through no fault of the employee the employee's credit card account becomes delinquent, such delinquency will not serve as the basis for disciplinary action. The agency will assist the employee in correcting erroneous information in an employee's credit rating/report caused by the untimely reimbursement of valid travel expenses through no fault of the employee.

Section 7 - If a valid reason precludes an employee from filing a timely claim for reimbursement, which results in delinquent payment, the delinquent payment will not serve as a basis for disciplinary action.

Section 8 - The Employer shall insure that an employee receives adequate work time to complete travel vouchers.

Section 9 - a. Employees who do not yet have a Government contractor-issued travel charge card or are exempt and who are required to travel on official business by the Employer shall be provided a ticket for transportation.

b. Employees who have had their card privileges terminated because of misuse or delinquency shall be provided a ticket for transportation upon submitting a description of the circumstances leading to the card suspension/cancellation and a plan for clearing up the outstanding delinquency.

c. As to employees in a. and b. above, before an employee is required to travel on official business, he/she shall be granted an advance of funds if he/she so requests. Forms of payment and amounts of travel advances shall be as prescribed by the FTR's, as amended, FAA Travel Policy, and this Agreement.

Section 10 - Relocation expenses, excluding en route and househunting expenses, are not subject to the mandatory use of the charge card.

This agreement resolves with finality all matters arising from Case Number 00 FSIP 115.

This agreement shall go into effect on September 18, 2000 and shall expire upon expiration of the new term collective bargaining agreement under negotiation as of this date.

FOR THE UNION

Michael Dery
Allyson Dery

September 12, 2000

FOR THE FAA

Robert H. Smith
Marion Isaac
Robert H. Smith
Joseph P. Dwyer